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REMARKS

I. Status of the claims

Claims 1-3, 6-9, 11, and 13-17 are pending in this application. Claim 1 has been amended to more clearly recite the subject matter of the claim. No new matter has been entered through this amendment.

II. Rejection of claim 1 under 35 U.S.C. § 112, second paragraph

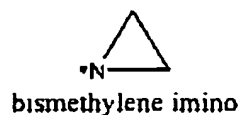
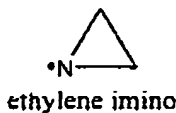
The examiner has rejected claim 1 under 35 U.S.C. § 112, second paragraph as being indefinite. The examiner states the phrase "treating said cellulose fibers or said articles containing cellulose fibers under alkaline conditions" is vague because there is not a clear positive recitation of the process steps being conducted. Applicants have amended this phrase so that the claim more clearly recites the process steps of swelling the cellulose fibers or articles containing cellulose fibers in an alkaline solution.

As the claim now contains a clearer recitation of the process steps, Applicants respectfully request that the examiner withdraw this rejection.

III. Rejection of claims 1 and 9 under 35 U.S.C. § 112, second paragraph

The examiner has rejected claims 1 and 9 under 35 U.S.C. § 112, second paragraph as being indefinite. The examiner states that the phrase "R¹ and R² together form an ethylene-, trimethylene- or bismethylene" is vague and indefinite because this language implies that the R¹ substituents combine to form a single moiety. The examiner's inference that the substituents combine to form a single group is correct.

Because one of skill in the art would readily infer the same conclusion as the examiner, the claim language is clear on its face and sufficiently defines the metes and bounds of the claim. For the examiner's convenience, Applicants have set forth the structures corresponding to ethylene imino, trimethylene imino, and bismethylene imino below. The nitrogen in these figures represents the nitrogen in formula I that is bonded to the R¹ substituents.



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As can be seen from these structures, it would be clear to a skilled artisan what structures Applicants have claimed in claims 1 and 9 through the above-referenced phrase.

Accordingly, the phrases objected to by the examiner are not vague and indefinite, and Applicants respectfully request that this rejection be withdrawn.

IV. Rejections under 35 U.S.C. § 103(a)

The examiner has rejected claims 1-4, 6, 9, 11, 13, and 16-19 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,036,731 to Scheibli et al. ("Scheibli") in view of U.S. Patent No. 3,755,323 to Weil et al. ("Weil"). Applicants respectfully traverse this rejection.

The examiner states that Scheibli teaches cellulose fibers having amino-s-triazine compounds treated under alkaine conditions and treated with a cyanuric chloride derivative. Scheibli is silent as to the flameproof properties of the compounds. The examiner cites Weil as teaching flame retardant textile finishes containing triazinylaminoalkyl phosphonates. Applicants respectfully traverse this rejection.

Weil teaches the use of triazinylaminoalkyl phosphonates that are applied to textile fibers in combination with urea. See examples IV and VII. The coating is fixed on the fiber surface by reaction of some of the phosphonate groups with the OH groups of the cellulose. Weil discloses that the use of co-reactants, such as urea, can, *inter alia*, improve flame retardance. See col. 10, line 66 to col. 11, line 6. While making a cellulose coating flame retardant in this manner may improve flame retardance, it also reduces the mechanical properties of the fiber, making the fabric undesirably stiff and hard.

In contrast, Applicants claimed flameproofing method covalently bonds the triazinyl group to the fiber surface. Bonding the triazinyl group in this manner provides flameproofing properties, but does not significantly reduce the mechanical properties of the fabric. Additionally, the triazinyl-O-Cell binding is more stable to alkaine hydrolysis than binding via the phosphonate.

It is unclear from Weil if the triazinylaminoalkyl phosphonates could be bound to the fibers in a manner other than through the phosphonate. Therefore, if one of skill in the art were to substitute the triazinylaminoalkyl phosphonates in Weil with the amino-s-triazine compounds of Scheibli, the binding would still likely take place through the phosphonate,

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resulting in a fabric that contains the undesirable mechanical properties discussed above. Because Applicants' claimed invention bonds to the cellulose fiber through an oxygen--not a phosphonate group--Scheibli in view of Weil does not render obvious the claimed invention. Bonding the triazine to the cellulose fibers through the oxygen is readily apparent in Applicants' claim 9.

Scheibli and Weil, taken alone or in combination, thus fail to teach or suggest Applicants' claimed invention. Accordingly, Applicants respectfully request that the examiner withdraw the rejection under 35 U.S.C. § 103(a).

V. Conclusion

If any issues in the prosecution of this application remain unresolved, the examiner is encouraged to contact the undersigned counsel at the number listed below in order to resolve such issues.

Please charge any fees associated with the submission of this paper to Deposit Account No. 03-3975. The Director is also authorized to credit any overpayments to the above-referenced deposit account.

Respectfully submitted,
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